Company Tracking Number: GL AR0200107F01

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: Old Republic Independent GL Forms

Project Name/Number: Old Republic Independent GL Forms /GL AR0200107F01

Filing at a Glance

Company: Old Republic General Insurance Corporation

Product Name: Old Republic Independent GL SERFF Tr Num: LDDX-125820089 State: Arkansas

Forms

TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: EFT \$50

Made/Occurrence

Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: GL AR0200107F01 State Status: Fees verified and

received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith

Roberts

Author: SPI ORChicago Disposition Date: 09/25/2008

Date Submitted: 09/17/2008 Disposition Status: Approved

Effective Date Requested (New): 11/01/2008

Effective Date (New):
Effective Date (Renewal):

Effective Date Requested (Renewal):

State Filing Description:

General Information

Project Name: Old Republic Independent GL Forms

Status of Filing in Domicile:

Project Number: GL AR0200107F01

Domicile Status Comments:

Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:

Filing Status Changed: 09/25/2008

State Status Changed: 09/25/2008 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Old Republic General Insurance Corporation files replacement endorsement Stop-Gap Coverage Employers' Liability Endorsement CG EN GN 0045 11 08. This endorsement replaces endorsement CG EN GN 0045 09 06. We noticed a typographical error on page 2 and we have removed reference to West Virginia on page 3 as this is no longer a monopolistic state. We have also added Puerto Rico and Virgin Islands.

Company Tracking Number: GL AR0200107F01

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: Old Republic Independent GL Forms

Project Name/Number: Old Republic Independent GL Forms /GL AR0200107F01

We request an effective date of 11/01/08.

Company and Contact

Filing Contact Information

Jodi Woods, State Filings Analyst jwoods@oldrepublic.com 307 N. Michigan Avenue (312) 762-4532 [Phone] Chicago, IL 60601 (312) 762-4950[FAX]

Filing Company Information

Old Republic General Insurance Corporation CoCode: 24139 State of Domicile: Illinois

307 N. Michigan Avenue Group Code: 150 Company Type: Chicago, IL 60601 Group Name: State ID Number:

(312) 762-4500 ext. [Phone] FEIN Number: 36-6067575

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No

Fee Explanation:

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Old Republic General Insurance Corporation \$50.00 09/17/2008 22555075

Company Tracking Number: GL AR0200107F01

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: Old Republic Independent GL Forms

Project Name/Number: Old Republic Independent GL Forms /GL AR0200107F01

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	09/25/2008	09/25/2008

Company Tracking Number: GL AR0200107F01

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: Old Republic Independent GL Forms

Project Name/Number: Old Republic Independent GL Forms /GL AR0200107F01

Disposition

Disposition Date: 09/25/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: GL AR0200107F01

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: Old Republic Independent GL Forms

Project Name/Number: Old Republic Independent GL Forms /GL AR0200107F01

Item Type Item Name Item Status Public Access

Yes

Supporting Document Uniform Transmittal Document-Property & Approved

Casualty

Form Stop-Gap Coverage Employers' Liability Approved Yes

Endorsement

Company Tracking Number: GL AR0200107F01

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: Old Republic Independent GL Forms

Project Name/Number: Old Republic Independent GL Forms /GL AR0200107F01

Form Schedule

Review	Form Name	Form #	Edition	Form Type Action	Action Specific Readability	Attachment
Status			Date		Data	
Approved	Stop-Gap	CG EN	11 08	Endorseme Replaced	Replaced Form #:0.00	CG EN GN
	Coverage	GN 0045		nt/Amendm	CG EN GN 0045	0045.PDF
	Employers'			ent/Conditi	Previous Filing #:	
	Liability			ons		
	Endorsement					

OLD REPUBLIC GENERAL INSURANCE CORPORATION

STOP-GAP COVERAGE EMPLOYERS' LIABILITY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

INSURING AGREEMENT

In consideration of the premium for this endorsement, it is agreed that if, under any circumstances, it is determined that any employee of the Insured who is employed in a state listed hereunder is injured in the course of an arising out of his employment either in a state named in this endorsement or in operations necessary or incidental thereto, but is not entitled to receive or elects not to accept the benefits provided by the Workers' Compensation Act of Law of such state, then this policy shall respond and the Company will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of bodily injury by occurrence or disease, including death at any time resulting therefrom, sustained in the United States of America, its territories or possessions.

- a. The bodily injury must arise out of and in the course of injured employee's employment by you.
- b. The employment must be necessary or incidental to your work in a state or territory listed in Item 10. of this endorsement.
- c. Bodily injury by accident must occur during the policy period.
- d. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by, disease must occur during the policy period.
- e. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions.

LIMITS OF LIABILITY

The limit of the Company's liability under this endorsement is [Insert \$ Limit] for all sums you legally must pay for all damages because of bodily injury by occurrence, including death at any time resulting therefrom, sustained by one employee in any one occurrence; and subject to the foregoing provision respecting each employee, the total limit of the Company's liability is [Insert \$ Limit] for damages because of bodily injury by occurrence, including death at any time resulting therefrom, sustained by two or more employees on any one occurrence, provided bodily injury including death is covered by Employers Liability.

The limit of the Company's liability under this endorsement is [Insert \$ Limit] for all sums you legally must pay for all damages because of bodily injury by disease, including death at any time resulting therefrom, sustained by one employee; and subject to the foregoing provision respecting each employee, the total limit of the Company's liability for all damages because of bodily injury by disease, including death at any time resulting therefrom, sustained by employees in a state named in this endorsement or in the operations necessary or incidental thereto, is [Insert \$ Limit]. A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

The damages we will pay, where recovery is permitted by law, include damages:

- a. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third part as a result of injury to your employee;
- For care and loss of services; and

- c. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee;
 - provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
- d. Because of bodily injury to your injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

The words "damages because of bodily injury by occurrence or disease, including death at any time resulting therefrom," in the Insuring Agreement includes damages for care and loss of services and damages for which the insured is liable by reason of suits or claims brought against the Insured by others to recover the damages obtained from such others because of such bodily injury sustained by employees of the Insured arising out of and in the course of their employment. The limits of liability herein stated shall not be cumulative with any limit of liability stated elsewhere in this policy. The inclusion herein of more than one Insured shall not operate to increase the limits of the Company's liability.

LIMITATION OF INSURANCE

The insurance afforded by this endorsement shall not apply to the Insured's operations in any state named in this endorsement or any operations necessary or incidental thereto during any period in which the Insured is subject to the Workers' Compensation and Occupational Disease Law(s) of any such state and is neither legally qualified self-insurer nor a member or subscriber in good standing in the State Fund of any such state.

4. EXCLUSIONS

The insurance afforded by this endorsement shall not apply:

- a. To existing non-subject employments which the Insured fails to bring under the Worker's Compensation Act;
- b. If the Insured fails to notify the Company within thirty (30) days of the commencement of non-subject employments:
- c. To any penalty, fine, assessment or other obligations imposed for violation of the Workers' Compensation Act, federal or state law;
- d. To injury or death intentionally caused by the Insured;
- e. To aircraft operations or the performance of any duty in connection with aircraft while in flight;
- f. To any claim resulting from the illegal employment of a minor;
- g. To any claim made by an employee whose remuneration has not been included in the total remuneration upon which the premium for this endorsement is based;
- h. To any claim with respect to which the Insured is deprived of any defense or defenses or is otherwise subject to penalty because of default in premium payment or any other failure to comply with the provisions of the Workers' Compensation Laws of the states indicated in Item 10:
- i. To any liability assumed by the Insured under any contract or agreement. This exclusion does not apply to a warranty that your work be done in a workmanlike manner;
- i. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
- k. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
- Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
- m. Bodily injury intentionally caused or aggravated by you;
- n. Bodily injury occurring outside the United States of America, its territories or possessions. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America who is temporarily outside the country;
- o. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, disciple, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices: policies, acts or omissions;

- p. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
- g. Bodily injury to a master or member of the crew of any vessel:
- r. Fines or penalties imposed for violation of federal or state law; and
- s. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

WE WILL DEFEND

We have the right and duty to defend at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limits of liability under this insurance.

6. WE WILL ALSO PAY

We will also pay these costs in addition to other amounts payable under this insurance as part of any claim, proceeding or suit we defend.

- a. Reasonable expenses incurred at our request, but not loss of earnings;
- b. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
- c. Litigation costs taxed against you;
- d. Interest on a judgment as required by law until we offer the amount due under this insurance; and
- e. Expenses we incur.

OTHER INSURANCE

We will not pay more than our share of damages and costs covered by this insurance and other insurance of self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

RECOVERY FROM OTHERS

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and help us enforce them.

9. ACTIONS AGAINST US

There will be no right of action against us under this insurance unless:

- a. You have complied with all the terms of this policy; and
- b. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy of insolvency of you or your estate will not relieve us of our obligations under this Part.

10. STATES

The Insured's operations are in the state(s) of: North Dakota, Ohio, Washington, and Wyoming or the territories of Puerto Rico and Virgin Islands.

Named Insured			
Policy Number		Endorsement No.	
Policy Period	to	Endorsement Effective Date:	
Producer's Name:			
Producer Number:			
AUTHORIZED REPRE	SENTATIVE	DATE	

Company Tracking Number: GL AR0200107F01

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: Old Republic Independent GL Forms

Project Name/Number: Old Republic Independent GL Forms /GL AR0200107F01

Rate Information

Rate data does NOT apply to filing.

Company Tracking Number: GL AR0200107F01

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: Old Republic Independent GL Forms

Project Name/Number: Old Republic Independent GL Forms /GL AR0200107F01

Supporting Document Schedules

Review Status:

Satisfied -Name: Uniform Transmittal Document- Approved 09/25/2008

Property & Casualty

Comments:

Attachment:

AR - NAIC P&C TRANSMITTAL DOCUMENT.PDF

Property & Casualty Transmittal Document

1.	Reserved for Insurance I Use Only		a. Date th b. Analyst c. Disposi d. Date of e. Effectiv	e filing is tion: disposit e date con Bus Renewa illing #: Filling #	siness I Business				
3.	Group Name								Group NAIC #
	Old Republic Insurance Grou	ıp qı							0150
4.	Company Name(s)				Domicile	NAIC #	FEIN#		State #
	Old Republic General Insura	nce Corpo	ration		IL	24139	36-606	67575	
5.	Company Tracking Number	r	GL AF	R020010	7F01				
Conta	ct Info of Filer(s) or Corpora								
6.	Name and address	Tit	le	Telep	ohone #s	FAX	(#		e-mail
	Jodi L. Woods 307 N. Michigan Avenue Chicago IL 60601		State Filings Analyst		621-0365 : 4532	312-762	?-4950 jwoods		@oldrepublic.com
7. 8.	3		Jodi L. Woods						
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	Information (see General Ins	tructions fo	or descript			Cloims N	Anda/Or	2011880:00	
9. 10.	()			17.0 Other Liability - Claims Made/Occurrence 17.0001 Commercial General Liability					
11.	, ,			17.0001 Commercial General Liability					
	applicable) [See State Specific		ents]						
12.	Company Program Title (M				ral Liability F				
13.	Filing Type		☐ Rate/Loss Cost ☐ Rules ☐ Rates/Rules ☐ Forms ☐ Combination Rates/Rules/Forms ☐ Withdrawal ☐ Other (give description)						
14.	Effective Date(s) Requeste	d		New:	11/01/08		Ren	ewal:	11/01/08
15.	Reference Filing?			☐ Yes	S 🛛 No				
16.	Reference Organization (if								
17. 18.	Reference Organization # 8 Company's Date of Filing	x litie		09/17/0	no				
19.	Status of filing in domicile					Pending	Διι	horized	Disapproved
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PC TD-1 pg 1 of 2 INS02026

Property & Casualty Transmittal Document

20.	This filing transmittal is part of Company Tracking #	GL AR0200107F01

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

Old Republic General Insurance Corporation files replacement endorsement Stop-Gap Coverage Employers' Liability Endorsement CG EN GN 0045 11 08. This endorsement replaces endorsement CG EN GN 0045 09 06. We noticed a typographical error on page 2 and we have removed reference to West Virginia on page 3 as this is no longer a monopolistic state. We have also added Puerto Rico and Virgin Islands.

We request an effective date of 11/01/08.

22.	Filing Fees (Filer must provide check # and fee amount if applicable.)
	[If a state requires you to show how you calculated your filing fees, place that calculation below]
	Check #: Amount:

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

PC TD-1 pg 2 of 2

^{***}Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)